

#04-031

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER<
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING THE EXECUTION OF A COLLECTIVE
BARGAINING AGREEMENT BETWEEN THE TOWNSHIP OF
MANCHESTER AND MANCHESTER TOWNSHIP LOCAL 246
POLICEMEN'S BENEVOLENT ASSOCIATION**

WHEREAS, negotiations have been completed with Manchester Township Local 246 Policemen's Benevolent Association for the patrolmen, sergeants, lieutenants, and captains employed by the Manchester Township Police Department; and,

WHEREAS, a completed collective bargaining agreement is on file in the office of the Township Clerk; and,

WHEREAS, the Policemen's Benevolent Association has ratified the proposal proposed by the Township; and,

WHEREAS, the Township Council of the Township of Manchester accepts the negotiated recommendations of the Business Administrator and the Township Attorney.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey, as follows:

1. That the Mayor is authorized to execute and the Clerk to attest to the contract between the Township of Manchester and Manchester Township Local 246 Policemen's Benevolent Association for the period of July 1, 2003 through June 30, 2007.
2. That the Township Clerk shall forward a certified copy of this resolution to all parties in interest.

CERTIFICATION

I, Marie S. Pellecchia, Township Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Council of said Township at a meeting held on 26th day of January, 2004.

Marie S. Pellecchia

Marie S. Pellecchia, RMC
Township Clerk

AGREEMENT
BETWEEN
TOWNSHIP OF MANCHESTER,
A BODY CORPORATE,
COUNTY OF OCEAN,
STATE OF NEW JERSEY

and

MANCHESTER TOWNSHIP LOCAL 246
POLICEMEN'S BENEVOLENT
ASSOCIATION

July 1, 2003 Through June 30, 2007

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THIS AGREEMENT entered into on this _____ day of _____, 2004, BY
AND BETWEEN the Township of Manchester, a body corporate, County of Ocean, State of
New Jersey, (hereinafter referred to as Township) and the Manchester Police Benevolent
Association (hereinafter referred to as Police or PBA).

I. **RECOGNITION AND SCOPE OF AGREEMENT**

The Township of Manchester hereby recognizes the Manchester Township PBA Local 246 comprised of Patrolmen, Sergeants, Lieutenants and Captains as the sole and exclusive representative for collective negotiations concerning grievances, terms and conditions of employment for all police personnel covered above, on leave, employed by the Township.

II. DEFINITIONS

- A. "Police Officer" shall mean any full time sworn Officer.
- B. "Work Week" shall consist of forty (40) hours scheduled during a seven (7) day period of time. All work week days shall be consecutive.
- C. "Work Day" shall be ten (10) consecutive hours a day. Officers shall be scheduled to work four (4) consecutive days per week.
- D. "Overtime" shall be time worked by a Police Officer in excess of forty (40) hours per work week, or all work in excess of the basic work day. No pyramiding shall be permitted. The rate of pay for such hours worked beyond forty (40) or ten (10), shall be specified throughout the Agreement when such conditions occur.
- E. "Emergency Call-In" means anytime the Chief of Police, or his designee, requires an Officer to report for duty during his or her regularly scheduled time off to assist in an emergency.
- F. "Court Time" means anytime an Officer is required to attend Court during his/her regularly scheduled time off.
- G. "Base Hourly Wage" is computed by taking the individual Police Officer's attained annual wage as listed in Article 16 - Salary and Article 14 - Longevity, and dividing by 2080 hours.
- H. "Base Rate" is the amount of money received annually for a Senior Patrol Officer from which all other salaries are calculated.
- I. "Seniority" is determined by the Officer with the longest length of continuous employment by the Township with a given rank or grade for the purposes of schedule and

vacation pick. For the purposes of longevity, layoff, or other economic benefits, seniority is determined by length of continuous employment by the Township. In the case of equal seniority, the Officer with the highest academy average is considered most senior.

J. "Temporary Off-Duty Employment" temporary privately contracted services provided by Police Officers for traffic control, pedestrian safety, crowd control and life and property security.

III. MANAGEMENT RIGHTS

A. The Management (except as limited by this Agreement) and direction of the Township Police Force is vested exclusively in the appropriate Township Officials, including, but not limited to, the right to hire, suspend or demote, discipline, or discharge for just cause, transfer or lay-off because of lack of work or other legitimate reasons; to determine the type, kind and quality of service to be rendered to the community; to determine the location, design, extent and use of the physical structures; to plan and schedule service and work programs, to determine the methods, procedures and means of providing such services and to determine what constitutes good and efficient Police Service, all in accordance with the legal requirements pertaining hereto.

B. Existing laws, operational procedures, ordinances, regulations, personnel rules and policies which are not specifically inconsistent with the provisions of this Agreement may be created, amended or changed from time to time without any restraint by this Agreement.

C. Nothing contained in this Agreement shall be construed to effect the provisions in law regarding appointments, suspensions, reduction and discharge of Police Officers.

IV. TERM OF AGREEMENT

A. The Township and the Police have reached an agreement concerning wages and other bargainable terms and conditions of employment for the term of July 1, 2003 through June 30, 2007.

B. Now, therefore, in consideration of the mutual covenants contained herein and consistent with **Ch. 123PL NJ 1975**, the parties agree to be legally bound hereby, and the parties hereto agree that the following shall constitute the full and complete understanding of the Agreement incorporated herein, as to all benefits, wages and other conditions of employment of the Police of the Township of Manchester for said term.

C. This Agreement shall become effective July 1, 2003, and shall continue in full force and effect through June 30, 2007.

V. **WORKING CONDITIONS**

A. The work week shall consist of forty (40) hours per week. The work week shall start at 0001 hours Sunday, and end at 2400 hours Saturday. A day is a twenty-four (24) hour period starting at 12:01 a.m. and ending at 12:00 p.m. The day the shift begins is the day the time is credited.

B. The Chief of Police, or his designee, shall make a schedule geared to a ten (10) hour work day.

C. All schedules showing the reporting time for each Police Officer shall be posted ten (10) days prior to implementation. Schedule selections shall be based on the seniority practice.

D. Overtime shall be defined as all hours authorized and approved by the Chief of Police, or his designee, worked in excess of forty (40) hours per work week, or over ten (10) hours per work shift. There will be a minimum of eight (8) hours between work shifts unless compensation in the form of overtime or compensatory time is received (at the Officer's discretion), unless the hours in excess of forty (40) hours are worked due to cyclic changes of the schedule, which occur due to the completion of the scheduling cycle at the end of the year. Overtime, in excess of four (4) hours per Officer per shift, must be approved by the Chief of Police.

E. Overtime shall be computed by rounding to the next due quarter ($\frac{1}{4}$) hour of the actual time worked. Overtime shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times the base hourly wage. All overtime computations shall include the respective employee's longevity

entitlement into the overtime formula.

F. Emergency call-in consists of a situation in which the Police Officer is required to report for duty by the Chief of Police, or his designee, in the case of an emergency. When, in the opinion of the Chief of Police, or his designee, the situation for which the Officer was originally called in is completed, the Police Officer may receive one of the following:

1. A minimum of two (2) hours' pay at the rate of one and one-half ($1\frac{1}{2}$) times the Officer's base hourly wage, and report off-duty, regardless of actual time worked if less than two (2) hours.
2. If an Officer is utilized for any other reason than the actual call-in, he/she shall be paid at the rate of two (2) times the Officer's base hourly wage for actual time spent. The maximum utilization shall not exceed four (4) hours of pay.

G. Court time is anytime an Officer is required to attend Court as a continuation of his duties, when he is not scheduled to work a regular shift. In these circumstances, the Officer shall be paid a minimum of two (2) hours at the rate of one and one-half ($1\frac{1}{2}$) times the Officer's base hourly wage, unless the Officer is required to stay beyond two (2) hours, at which time, he will receive a minimum of four (4) hours at one and one-half ($1\frac{1}{2}$) times his base hourly wage.

H. The Chief of Police may call up to two (2) general Police meetings a year. It is agreed that no payment shall be made for attendance at these meetings.

I. The Police agree to share with the Employer, and without compensation, the time required to successfully promote Police Week, Memorial Day Parade and Open House, in furtherance of good community relations.

J. If an alternative scheduling arrangement - other than four (4), ten (10) hour days per week - is mutually agreed to by both parties during the duration of this contract, an amendment shall be made to this Agreement, signed and attached hereto, specifying the hours of work and remuneration arrangements of all economic benefits impacted by the alternative schedule.

K. Officers shall receive one and one-half (1½) times their base hourly wage for the routine fill in of a shift when assigned to replace an absent Officer.

L. The ten (10) hour work week schedule shall remain in effect until such time as the safety of the employees is in question or the schedule no longer is cost effective, at which time the work schedule will be evaluated by the Local and Administration and a determination made to continue the schedule or revert back to the previous five (5) day work schedule. The implementation of this work schedule is predicated upon the following:

- 1) Officers working on Shift One (1) 22:00 - 08:00 hours will be required to change their shift once a month to accommodate court and training. In no event shall this change occur more than once a month.
- 2) The work day is the day on which the shift is initiated.
- 3) Holidays will begin at 00:00 hours on the day of entitlement and conclude at 24:00 hours.

VI. SICK LEAVE

A. Sick Leave shall be earned at the rate of eight (8) hours - per month during the first year of employment. Upon the Officer's anniversary date, and every year thereafter, sick leave shall be earned at the rate of one hundred twenty-eight (128) hours (16 x 8) per year.

B. As an incentive, unused sick leave earned by the Officer shall accumulate year after year. Additionally, the amount accumulated shall be extended by eight (8) hours for each calendar year a Police Officer uses forty (40) hours sick leave or less.

C. Upon retirement or termination from the Police Department, a Police Officer may use the accumulated sick leave up to a maximum of fourteen hundred sixty-four (1464) hours (183 x 8) as paid days off, to be taken prior to the normal retirement date, unless otherwise provided for in Article 17(D) of this Agreement.

D. Any accumulation of sick days over and above the fourteen hundred sixty-four (1464) hours (183 x 8) maximum allowed under Article 6(C), will be paid back to the employee at the end of the year of accumulation. Payment for such excess hours shall be made in the first pay period of January in the year following the accumulation. Any Police Officer who has accumulated prior to January 1, 1989, more than the maximum sick leave hours allowable under Paragraph "C", will be entitled to carry those days forward and have them honored by the Township.

E. Sick Leave shall not be granted for any sickness or injury from actions involving moral turpitude; intoxication, other than alcoholism; use of narcotics or arising from and while engaged in outside employment, other than in police related outside employment functions. Any

abuse of sick leave privileges shall be sufficient cause for disciplinary action and may result in the loss of sick leave benefits. The Township may require proof of illness of any Officer on sick leave, whenever such requirement appears reasonable.

F. A certificate from a physician may be requested by the Chief of Police, or his designee, upon the return to work by any Police Officer absent from regularly scheduled duty for two (2) days or more. The certificate must state that the Officer has been under the care of a physician and that the Officer is physically able to resume his/her complete and full duties. The employer shall pay for the obtaining of any medical notes, certificates or otherwise where the employer requires said certification.

G. Administration of the sick leave policy shall be as outlined in Departmental Procedure.

H. Any employee who, in the judgment of the Township, utilizing more than sixteen (16) days in any one year, consisting of periods of less than three (3) days, shall have his/her sick leave record reviewed by the respective appointing authority, and thereafter, shall be required to submit acceptable medical evidence for any additional sick leave in that year.

I. In cases where an illness is of a chronic or recurring nature, causing recurring absences of one day or less, only one (1) submission of such proof shall be necessary for a period of six (6) months. The Township shall have the right, for monitoring and administration purposes, to require periodic reports from the Officer's physician on the status of the Officer's ability to continue to work within their classification.

J. Any employee absent on sick leave shall report his absence at least three (3) hours prior to the start of his shift, except where emergent circumstances would prevent the employee

from doing so. In those instances, the employee shall report his absence as promptly as possible. Employees who normally report to work at seven a.m. (07:00 a.m.) shall report their absence at least one (1) hour prior to the start of the shift.

VII. DISABILITY

In the event of a substantiated on the job illness or injury, the Police Officer shall receive his/her base annual wage for time lost from duty for a period not to exceed one (1) year from the date such injury occurred, provided the following conditions are met:

- A. The injury, illness and recuperation therefrom shall be substantiated by a Township appointed physician. The physician must substantiate that the employee is incapable of performing his/her duties as a Police Officer. The Township may request subsequent verification checks at any point during the Officer's absence from duty.
- B. If a disagreement exists between the Township appointed physician and the Police Officer, the Township and Police Officer shall agree to another physician to examine the Police Officer and this physician shall determine the existence or extent of the injury.
- C. Any checks or payments received by the Officer under the provisions of **Chapter 15 of Title 34 of the Revised Statutes of New Jersey**, as a result of the disability, shall be transferred to the Township. The Officer shall retain seniority and rank for a period of up to one year from the date of initial absence.
- D. The Township shall have the right to extend the period of payment for such non-job connected disability due to illness or injury beyond the Officer's accumulated sick leave, with said employee retaining his seniority and rank upon his return as it existed when he/she left. If this provision is granted, no accumulative benefits or retirement or longevity will accrue during the absence.

VIII. HOLIDAYS AND PERSONAL DAY

A. Effective January 1, 2004, the following shall be recognized as holidays under this Agreement, paid at time and one-half (1½) if worked, straight time if not worked. For the purposes of this Article, the holiday is the calendar date recognized for celebration by the State and Municipality except for New Year's Day, Independence Day and Christmas.

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving	Christmas

B. If any of the above holidays are in conflict with the Police Officer's religious belief, he/she may use a personal day to celebrate such religious holidays not covered by this Agreement, provided that one (1) month notice is given to the Chief of Police.

C. Officers shall receive payment for Holidays in the nearest pay period possible.

D. If a Police Officer is not employed for a full calendar year, he/she shall only receive payment for the holidays which occurred during the time of employment.

E. Officers may choose compensatory time, hour for hour, for each of up to five (5) holidays during one calendar year.

F. Each Police Officer shall receive four (4) annual paid days per year for personal use, regardless of whether or not said Officer is on the eight (8) or ten (10) hour shift schedule. Personal days shall be requested and approved by the Chief of Police five (5) days in advance for scheduling purposes. The Township recognizes that unexpected emergencies do arise and will waive the five (5) day notice requirement for an Officer requesting it for valid, unexpected

emergency. Personal days shall not accumulate from year to year.

G. The right of denial for personal leave is the sole responsibility of the Chief of Police or his designee. If the approval of a personal day creates the need for additional manpower and an overtime expenditure, and the personal day request is not of an emergent nature, then the denial shall be completely within the powers of the Chief of Police or his designee.

H. On Christmas, Thanksgiving and New Year's Day, an employee scheduled to work may elect to have a day off, if manpower permits, as approved by the Chief of Police. The election to have a day off shall be offered in seniority order on each shift. An Officer electing to have a day off shall receive the straight holiday pay of Article 8(A)(1), rather than premium pay for hours worked.

IX. VACATION

A. During the first calendar year of employment, all police officers shall accrue 9.33 hours of vacation leave per month for each full month of employment.

B. After the first calendar year of employment, all police officers shall accrue vacation leave on January 1st with anticipation of employment throughout the year as follows:

<u>ON JANUARY 1ST AFTER DATE OF HIRE</u>	<u>VACATION RECEIVED (HOURS)</u>
One or part of one year, but less than four years	112
Four years, but less than seven years	136
Seven years, but less than eleven years	200
Eleven years or more	240

C. Police officers who terminate their employment with the Township, or whose employment is terminated by the Township, shall only be entitled to pay for those vacation leave hours actually earned up to their termination date, on an annual pro-rated basis.

D. Police officers must use their complete vacation leave entitlement by the end of the calendar year, except if approved by the Chief, or if their requests for vacation leave are denied by the Chief of Police.

E. All vacation leave shall be scheduled only with the approval of the Chief of Police of his/her designee. To insure fairness and an equitable distribution of vacation leave, all vacation leave shall be determined on a bid basis by seniority. In January, each officer is scheduled for four (4) consecutive days of vacation leave, the remaining available vacation leave will be bid on and scheduled according to seniority.

F. No employees shall be permitted to take more than three (3) consecutive weeks of vacation unless approved by the Chief of Police or his/her designee.

G. Vacation leave overlaps shall be permitted so long as minimum staffing requirements are met.

X. BEREAVEMENT LEAVE

A. All employees shall receive forty (40) hours leave with pay up to and including the day of the funeral in the event of death in their immediate family. Immediate family shall be defined to be: parent, husband, wife, child, brother, sister, stepparents, or other member of the employee's immediate household.

1. All employees shall receive thirty (30) hours leave with pay to include the day of the funeral in the event of death in their extended family. Extended family shall be defined to be: grandparents, mother-in-law, and father-in-law.

2. All employees shall receive ten (10) hours leave with pay in the event of death of an aunt, uncle, brother-in-law, sister-in-law, however, said day shall not be taken after the day of the funeral.

B. If the funeral is outside the State of New Jersey, travel time of up to five (5) days may be granted upon the approval of the Chief of Police. In no case shall the total bereavement leave exceed five (5) days.

C. Bereavement leave is applicable only to regularly scheduled days of work.

XI. HEALTH INSURANCE

A. The Township will provide each full-time employee and his/her family, Health Insurance coverage, with prescription plan subject to the following co-payments:

- | | |
|---|---------------|
| 1. Generic Prescription | - \$5.00 |
| 2. Non-Generic Prescription (where no generic is available) | - \$5.00 |
| 3. Non-Generic Prescription (where generic is available) | - 15% of cost |
| 4. Mail Order | - 1 co-pay |

Effective January 1, 2004, the aforementioned co-payments shall be as follows:

- | | |
|---|------------|
| 1. Generic Prescription | - \$5.00 |
| 2. Non-Generic Prescription (where no generic is available) | - \$5.00 |
| 3. Non-Generic Prescription (where generic is available) | - \$20.00 |
| 4. Mail Order | - 1 co-pay |

B. The Township agrees to provide to the employees, only one (1) pair of eyeglasses and eye examination per year. A maximum total of up to One Hundred Fifty Dollars (\$150.00) will be reimbursed to the employee toward purchase and examination by a recognized optometrist of the employee's selection, upon the submission of receipts of such to the Township. Replacement of eyeglasses broken in the line of duty will be a responsibility of the Township, after written report of such is reviewed by the appropriate Department Head and Township Administrator.

C. Booklets describing the benefits under this Article will be provided to each employee following the execution of the new contract, when full information becomes available. Plan documents on all medical and prescription coverage shall be made available by the employer for review and copying.

D. The employer may change insurance carriers at its opinion, with equal benefits being provided.

E. Dental Coverage - No change in policy of Township Benefits for the term of this Agreement.

F. The Township shall maintain, at no cost to the employee, the current Ten Thousand Dollar (\$10,000.00) life insurance policy on each Police Officer. This remains a non-negotiable item.

G. The Employer shall maintain the following medical plans in which each individual employee with his/her family, covered by this Agreement may individually elect to annually enroll. Medical Plans shall include and be subject to the following co-payments:

1. The Traditional Health Plan
2. Ocean/Monmouth Regional Employee Benefits Fund - E.P.O. - \$10.00
3. Ocean/Monmouth Regional Employee Benefits Fund - P.P.O. - \$15.00
4. Horizon Blue Cross/Blue Shield of New Jersey HMO Blue - \$ 5.00
5. Aetna/US Healthcare HMO - \$ 2.00
6. Emergency Room - \$25.00

Effective January 1, 2004 the Medical Plans shall include and be subject to the following co-payments:

1. The Traditional Health Plan
2. Ocean/Monmouth Regional Employee Benefits Fund - E.P.O. - \$20.00
3. Ocean/Monmouth Regional Employee Benefits Fund - P.P.O. - \$20.00
4. Horizon Blue Cross/Blue Shield of New Jersey HMO Blue - \$20.00
5. Aetna/US Healthcare HMO - \$20.00
6. Emergency Room - \$50.00

H. The employee may elect to not participate in the Township health, dental and/or prescription drug plans. In consideration for their opting out of the plan, they will be given fifty percent (50%) of the annual premium of the PPO for the category in which they are enrolled.

The payment will be made in two (2) installments semi-annually. If the employees' spouses' insurance is canceled or the spouse no longer has coverage, the Township will enroll the employee under one of the Township's plans as soon as possible. The employee will have the option to go back into the Township health plans for non-hardship reasons during the open enrollment period. The employee will have the option to go back into the Township health plans for hardship reasons at any time and payment will be pro-rated. Retirees may also avail themselves of their option.

XII. LIABILITY PROTECTION

The Township shall maintain in effect public liability insurance, in an amount adequate to protect Police Officers against damage awards granted in negligence, and maintain in effect liability insurance in an amount adequate to protect the Police Officers against claims for compensatory damage arising out of alleged gross negligence, malicious prosecution, false arrest, slander, libel and similar torts.

Upon written request from the P.B.A., the Township shall furnish to the P.B.A. written evidence of the liability policies in effect.

XIII. CLOTHING ALLOWANCE

A. The Township shall provide to all Police Officers the required uniform, clothing and safety equipment, excluding underclothing and foot socks. Worn uniforms and equipment shall be replaced upon the approval of the Chief of Police. Unless circumstances beyond the control of the Township prevent such, all uniforms will be replaced within thirty (30) days after the request is made and approved.

B. All Police Officers and Detectives who wish to have dry cleaning provided by the Township, shall take his/her uniform to the dry cleaner selected by the Township, according to the municipal bid procedure.

C. In the event any or all of the present uniform is changed, such changes shall be done by the Employer.

D. The Township retains the absolute right to select all uniforms and equipment.

E. A maximum reimbursement of Eight Hundred Dollars (\$800.00) shall be given to all Detectives for non-uniform clothing allowances in each year of the contract. Uniform money will be reimbursed after the production of receipts reflecting expenditures by the employee. The reimbursement shall be within a reasonable period after the adoption of the Township budget.

XIV. LONGEVITY

A. Police Officers shall receive longevity beginning on the anniversary date of continuous employment according to the schedule shown below. Longevity payments will be pro-rated and paid in each paycheck. Base salary is as specified in Article XVI.

The following longevity scale shall be effective (for all employees on staff as of June 30, 1995).

<u>Upon Completion of</u>	<u>% of Officer's Base Salary</u>
Five (5) Years of Continuous Service	1½%
Seven (7) Years of Continuous Service	2%
Ten (10) Years of Continuous Service	3%
Fifteen (15) Years of Continuous Service	5%
Seventeen (17) Years of Continuous Service	6¾%
Twenty (20) Years of Continuous Service	7½%
Twenty-Four (24) Years of Continuous Service	10%

B. All employees hired after July 1, 1995 shall be placed on the following longevity guide.

<u>Upon Completion of</u>	<u>% of Officer's Base Salary</u>
Eight (8) Years of Continuous Service	2%
Ten (10) Years of Continuous Service	3%
Fifteen (15) Years of Continuous Service	5%
Twenty (20) Years of Continuous Service	7½%
Twenty-Four (24) Years of Continuous Service	10%

C. All employees hired after July 1, 1998 shall be placed on the following longevity guide:

<u>Upon Completion of</u>	<u>% of Officer's Base Salary</u>
Ten (10) Years of Continuous Service	3%
Fifteen (15) Years of Continuous Service	5%
Twenty (20) Years of Continuous Service	7½%
Twenty-Four (24) Years of Continuous Service	10%

XV. EDUCATIONAL INCENTIVE

A. The Township shall pay educational incentives to Police Officers according to the following schedule:

1. Associate's Degree or the Equivalent thereof and Sixty-Four (64) Credits and Two (2) Years of Continuous Service with the Township - \$500. Annually
2. Bachelor's Degree and Two (2) Years of Continuous Service with the Township - \$1,000. Annually

Payment for education incentives shall be received on or before June 1st of each year of this Agreement.

B. Effective January 1, 1985, any employee hired after this date, shall receive Education Incentive for Police Related Degrees only.

XVI. SALARY AND SENIOR OFFICER DIFFERENTIAL

A. Base salary for employees covered by this Agreement shall be set forth on Appendix A annexed. On July 1, 2003, the adjusted wages at all rank and steps shall be increased by 3.55%. On January 1, 2004, the Wage Guide shall reflect a market adjustment to each Step and Rank as of December 31, 2003. On December 1, 2004, the base wage at all rank and steps shall be increased by 4.95%. On July 1, 2005, the base wage at all rank and steps shall be increased by 4.25% and on July 1, 2006, the base wage at all rank and steps shall be increased by 4.50%.

B. Effective July 1, 1995 there shall be a new benefit designated as "Senior Officer Differential." This benefit shall be defined as Fifteen Hundred Dollars (\$1,500.00) base rate increase for all Patrolmen with twenty-three (23) years of completed service and shall be used for all calculation purposes.

C. The employer shall have the right to prospectively implement a bi-weekly payroll system.

D. Effective July 1, 2003, all officers, in all ranks, who are assigned as detectives shall receive an annual stipend of \$1,000. Effective July 1, 2004, all officers in all ranks who are assigned as detectives shall receive an annual stipend of \$1,250. Effective July 1, 2005, and every July 1st thereafter unless negotiated by the parties, all officers in all ranks who are assigned as detectives shall receive an annual stipend of \$1,500.

XVII. RETIREMENT AND PENSION

A. The Township shall continue to make contributions as heretofore to provide pension and retirement benefits to the Police, pursuant to provisions of the Statutes and Laws of the State of New Jersey.

B. An Officer who retires or is disabled and pensioned under the New Jersey Police and Firemen Retirement System shall be entitled to use all accumulated sick leave as set forth and provided in "Article VI" of this Agreement.

C. Upon retirement from the Police Department as per P.F.R.S., the Township will maintain all Health Insurance benefits for the term of member, until Medicare assumes responsibility.

D. EXTENDED RETIREMENT LEAVE

Any Police Officer hired prior to January 1, 1989, having satisfied the requirements for retirement, may, at his discretion, have his accumulated time paid in one (1) of two (2) ways: (1) A lump sum payment for time accumulated; or (2) Regular weekly payments for same until all accumulated time is exhausted. Employees hired after January 1, 1989, will not have this option, but will be kept on the payroll during the Extended Retirement Leave until all accumulated time is exhausted.

For all Police Officers taking the Extended Retirement Leave, no additional personal days, vacation or sick time benefits shall accrue, or be compensated for, during the term of the Extended Retirement Leave.

XVIII. OUTSIDE EMPLOYMENT

A. No Police Officer engaged in outside employment shall be permitted to wear the regulation Manchester Township Police uniform or use Township equipment without the expressed written permission of the Chief of Police or his designee.

B. Every Police Officer planning to be engaged in outside employment during the off duty hours shall submit, in writing, the name or names of his/her prospective outside employer to his/her Commanding Officer.

C. Police Officers may not engage in outside employment which might, in any way, hinder their objective and impartial performance of public duties or impair the efficiency of the job.

D. The Township will assume no liability for Police Officers engaged in outside employment, unless it is established that the liability occurred as an extension of the Officer's Police employment.

E. No use of Township sick days or disability shall be permitted if an injury or illness occurs as the result of outside employment, unless the outside employment relates to Police functions.

XIX. TEMPORARY OFF DUTY EMPLOYMENT

A. Where a profit making or not-for-profit entity has a contract agreement with the Police Department for Police Officers in uniform who are able to exercise their Police duties.

1. Types of temporary off duty services that may be considered for contracting are as follows:
 - a. Traffic control and pedestrian safety
 - b. Crowd Control
 - c. Security and protection of life and property
2. As determined by the parties and established by Ordinance 02-382, dated October 28, 2002, the rate of pay shall be Forty Dollars (\$40.00) an hour
 - a. Shall be documented on the Department's weekly payroll sheet the week the hours worked occurred and are to be paid in the same pay period the work is performed.
 - b. The temporary off duty pay shall be displayed on the employee's check and deductions shall occur as per state and federal taxes as indicated by the employee.
3. All equipment needed for the Police Officer to perform his/her tasks shall be supplied by the Township of Manchester.
 - a. While performing tasks pertaining to temporary off duty work, it shall be fully covered by all insurance provided by the Township of Manchester to the Police Officer as if it were regular duty.

XX. MATERNITY LEAVE

Female Police Officers shall advise the Employer of a pregnancy. The rights of a female Police Officer shall include but not be limited to the following provisions:

1. The female Police Officer shall be permitted to work her normal duties so long as such work is permitted by a doctor's note. Upon recommendation of the female Police Officer's personal physician, said Officer shall be temporarily transferred to an administrative position which she is capable of performing. The doctor shall be a physician of the female Police Officer's own choosing.
2. In addition to the other provisions of this Article, the female Police Officer shall be permitted to use accumulated sick time, compensatory time off and any other accumulated time benefits which she may have during the period of her pregnancy and the period following childbirth.
3. In addition the female employee shall be granted maternity leave without pay, for up to twelve (12) months' duration and shall be returned to work without loss of seniority or benefits provided she notifies the Chief of Police no later than after six (6) months of leave that she intends to return.
4. The female Police Officer shall at all times be kept at full benefits and shall be considered as on active duty for all computation purposes. At all times covered by this Article the female Police Officer shall be maintained in the pension system with the employer paying the appropriate contributions to said system to the extent permitted by law.
5. Upon return to active duty status, the female Police Officer shall be placed in the same position which she held before departing for maternity status.
6. At all times covered by this Article the female Police Officer shall be permitted to wear appropriate clothing and equipment which is consistent with her medical condition.

XXI. P.B.A. RIGHTS

A. **GRIEVANCE COMMITTEE** - The employer shall permit members of the Union and/or Association Grievance committee (not to exceed three (3)) to conduct the business of the Committee, which consists of conferring with employees and management on specific grievances in accordance with the Grievance Procedures set forth herein, during the duty hours of the members without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Police Department, or require the recall of off duty Patrolmen to bring the Department to its proper effectiveness. Only one (1) member of the Union and/or Association Grievance Committee shall be permitted to conduct the business of the committee at any one time, except that the three (3) members of the Union and/or Association Grievance Committee shall be permitted to confer with the Chief of Police, or his designee, whenever a grievance reaches that level. PBA delegates shall be permitted one leave day per month, without loss of pay, to attend County Meetings.

B. **CONVENTION COMMITTEE** - The employer agrees to grant the necessary time off, without loss of pay, to the President of the Local and one other member of the Union and/or Association selected as delegate, to attend any State or National Convention of the New Jersey Patrolmen's Benevolent Association, as provided under N.J.S.A. 11A:6-10.

C. **P.B.A. PRESIDENT** - The President of the P.B.A., upon prior approval of the Chief of Police, is authorized up to three (3) days per month to conduct miscellaneous P.B.A. business.

D. EQUIPMENT AND VEHICLES - The PBA shall have use of all photocopy equipment, fax equipment and typewriters, provided same are not in use by the Township. Direct costs incurred as a result of such use shall be reimbursed by the PBA to the Township. Additionally, the Township shall permit Police Officers to utilize a Township vehicle for PBA meetings and business provided such vehicle is a marked police unit with municipal government license plates and further that the Police Officer signs in and out when using such vehicle.

E. NOTICE AND REPRESENTATION RIGHTS - Any Officer who is requested to speak or meet with a supervisor or Township official on any matter which could adversely affect his employment shall be given advance written notice setting forth the purpose of the meeting and advising the Officer of his right to PBA representation.

F. EVALUATION PROCEDURES - Evaluations of employees shall follow these procedural guidelines: (1) prior to the completion of a written evaluation, the evaluating supervisor shall hold a conference with each employee to discuss its proposed content; (2) within five (5) days of the evaluation conference, subject to shift availability, the evaluating supervisor shall provide the employee with a copy of the signed written evaluation; (3) within ten (10) days of the receipt of the written evaluation, subject to shift availability, the employee may attach written comments and rebuttals and return same to his evaluating supervisor. Both the original evaluation and any employee comments shall be placed in the employee's personnel file; (4) no further changes to the evaluation report shall be made without written notice to and conference with the affected employee.

XXII. DISCIPLINE

A. No Police Officer shall be disciplined, discharged or reduced in rank without just cause, excluding probation employees.

B. All discipline will bear a direct relationship to the nature and severity of the incident cited.

C. If there is any disciplinary action against any Police Officer of Manchester Township, the decision for action must be satisfied expeditiously, and all action must be based upon the applicable State Statutes governing this disciplinary action.

XXIII. DEPARTMENTAL INVESTIGATIONS

In an effort to ensure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the Department shall be at a reasonable hour, preferably when the member of the Department is on duty, unless the exigencies of the investigation dictate otherwise.
2. The interrogations shall take place at a location designated by the Chief of Police or designee. Usually it will be at the Chief's office or the location where the incident allegedly occurred.
3. The member of the Department shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the Department is being interrogated as a witness only, he should be so informed at the initial contact.
4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls and rest periods at the end of every two (2) hours.
5. The member of the Department shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
6. At every stage of the proceedings, the Department shall afford an opportunity for a member of the Department, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the rules and regulations during the interrogation of a member of the Department, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative.
7. In cases other than departmental investigations, if an Officer is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his right pursuant to the current decisions of the United States Supreme Court.
8. Nothing herein shall be construed to deprive the Department or its Officers of the ability to conduct the routine and daily operations of the Department.

9. No employee covered by this Agreement shall be subjected to any urinalysis or blood screening unless the Employer has reasonable individualized suspicion to suspect that there is a job-related individualized impact with respect to the specific employee being tested.

10. Under no circumstance shall the Employer offer or direct the taking of a polygraph or voice print examination for any employee covered by this Agreement.

11. Under no circumstance shall an employee be subject to any charge whatsoever after forty-five (45) days. The forty-five (45) day period shall be calculated consistent with N.J.S.A. 40A:14-147.

XXIV. NO STRIKE PROVISION

A. Neither the Police nor any person acting in its behalf will cause, authorize or support, or condone any of its members taking part in any strike (*i.e.*, the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, speed up, slowdown, walk out or other job action against the Township.

B. The Police agree that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned, including, but not limited to, publicly disavowing such action and direct all such members who participate in such activities to cease and desist from same immediately and return to work, along with such other steps as may be necessary under the circumstances and to bring about compliance with its order.

C. In the event of a strike, speed up, slowdown, walkout, or job action, it is covenanted and agreed that participation in any such activity by a member of the Police, shall entitle the Township to take appropriate disciplinary action, including the possibility of discharge in accordance with applicable law.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in the law, in the event of such breach by the Police.

XXV. GRIEVANCE PROCEDURES

A. In order to provide for the expedience and mutually satisfactory settlement of grievances, the procedure hereinafter set forth shall be followed.

A grievance may be raised by an individual Police Officer, the P.B.A. on the behalf of the individual, or a group of individuals, or the Township. The P.B.A. has a right to be heard on all grievances. No orders shall be disobeyed prior to resolution of the grievance.

For the purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the employer and any employee with respect to the interpretation, application or violation of any of the provisions of this Agreement or any applicable rule or regulation or policies, agreements or administrative decisions affecting any employee(s) covered by this Agreement.

STEP ONE: The President of the P.B.A., or his duly authorized and designated representative, shall present and discuss the grievance or grievances in writing with the Chief of Police or designee within thirty (30) days of the occurrence giving rise to the grievance, otherwise said grievance shall be deemed settled. The Chief of Police or designees shall answer the grievance within five (5) working days from the date of the presentation.

STEP TWO: If the grievance is not resolved at Step One, or if no answer has been received by the P.B.A. within the time set forth in Step One, the PBA shall present the grievance in writing within five (5) working days, furnishing one (1) copy to the Township Administrator. This presentation shall set forth the position of the PBA and at the request of either party, discussion may ensue. The Township Administrator shall answer the grievance in writing within

five (5) working days after receipt of said grievance.

STEP THREE: If the grievance is not resolved at Step Two, or if no answer has been received by the PBA within the time set forth in Step Two, the grievance shall be presented in writing to the Mayor within five (5) working days. The final decision of the Mayor shall be given to the PBA in writing within fourteen (14) days after receipt of the grievance by the Mayor and Township Administrator.

B. If the grievance has not been settled by the parties at Step Three of the Grievance Procedure, or if no answer in writing by the Mayor, has been received by the PBA within the time provided in Step Three, the aggrieved party shall have the right to make a firm choice of submitting such grievance to arbitration or to avail himself of all legal remedies at his disposal as provided by *Title 40A* of the revised New Jersey Statutes. This will require the aggrieved employee to make the election in writing, as he is not entitled to pursue both remedies. This written election of remedy shall be transmitted by the President of the PBA or his duly authorized representative to the Township Administrator.

C. Grievances initiated by the Township shall be filed directly with the PBA within seven (7) days after the event giving rise to the grievance which has occurred. A meeting shall be held within five (5) working days after filing a grievance between representatives of the Township and the PBA in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made within twenty (20) calendar days after such meeting, either party may, within ten (10) calendar days thereafter, file for arbitration.

XXVI. ARBITRATION

A. If a grievance is not settled under *Article XXII*, such grievance shall, at the request of either the PBA or the Township, be referred to the Public Employment Relations Commission, for the selection of an arbitrator, according to its rules.

B. The arbitration hearing shall be scheduled as soon as possible after the final decision by the Mayor and Township Council. If the aggrieved elected to pursue legal remedies provided by *Title 40A*, the arbitration hearing shall be canceled and the matter withdrawn from arbitration.

C. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall also be bound by applicable Federal and State laws and cases, and he shall not have the authority to add to, modify, detract from or alter in any way, the provision of the Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be final and binding according to law.

D. The cost of the services of the Arbitrator shall be borne equally between the PBA and the Township. Any other expense incurred, including, but not limited to, the presentation of witnesses, shall be paid by the party incurring same.

XXVII. COLLECTIVE BARGAINING PROCEDURE

A. Collective bargaining with respect to rates of pay, terms and conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Township and the PBA shall be the respective negotiating agents.

B. Collective bargaining meeting shall be held at times and places mutually convenient at the request of either party.

C. Employees of the Employer, who may be designated by the Union and/or Association, to participate in collective bargaining meetings called for the purpose of negotiation of a collective bargaining agreement, will be excused from their work assignments without loss of regular straight time pay, provided that attendance does not reduce the effectiveness of the Department or require an off-duty Officer to be called in. However, in no event shall the Union and/or Association, exclusive of Counsel, exceed three (3) persons.

D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing, duly executed by both parties.

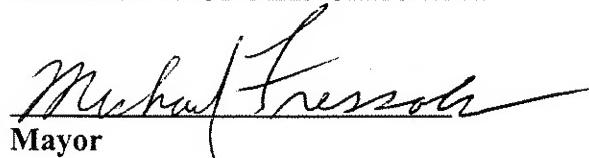
E. Unless otherwise provided in this contract, nothing contained herein shall be interpreted and/or implied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date. In the event the PBA does not notify the Township within three (3) months of said violation, the benefits shall be deemed waived.

XXIX. TERM AND RENEWAL

This Agreement shall have a term from July 1, 2003 through June 30, 2007. If the parties have not executed a successor Agreement by June 30, 2007, then this Agreement shall continue in full force and effect until a successor Agreement is executed.

Negotiations for a successor Agreement shall be in accordance with the rules of the Public Employment Relations Commission.

TOWNSHIP OF MANCHESTER:



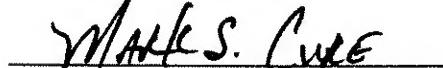
Mayor

ATTEST:



Township Clerk

MANCHESTER TOWNSHIP LOCAL 246 POLICE BENEVOLENT ASSOCIATION

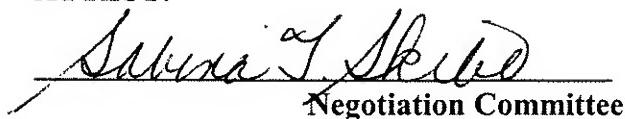


President



Negotiation Committee

ATTEST:



Negotiation Committee

APPENDIX A

SALARIES

	June 30 <u>2003</u>	Jul.1 <u>2003</u>	Jan.1 <u>2004</u>	Dec. 1 <u>2004</u>	Jul. 1 <u>2005</u>	Jul. 1 <u>2006</u>
Captain	\$98,563	\$102,062	\$105,987	\$111,234	\$115,961	\$121,180
Lieutenant	\$91,214	\$94,452	\$98,085	\$102,940	\$107,315	\$112,144
Sergeant	\$85,304	\$88,332	\$91,730	\$96,270	\$100,362	\$104,878
Step 1	\$73,738	\$76,356	\$79,292	\$83,217	\$86,754	\$90,658
Step 2	\$67,760	\$70,165	\$72,864	\$76,471	\$79,721	\$83,308
Step 3	\$61,785	\$63,978	\$66,439	\$69,728	\$72,691	\$75,962
Step 4	\$55,811	\$57,792	\$60,015	\$62,986	\$65,663	\$68,618
Step 5	\$49,836	\$51,605	\$53,590	\$56,243	\$58,633	\$61,271
Step 6	\$46,804	\$48,466	\$50,330	\$52,821	\$55,066	\$57,544
Step 7	\$43,861	\$45,418	\$47,165	\$49,500	\$51,603	\$53,925
Step 8	\$39,004	\$40,389	\$41,942	\$44,018	\$45,889	\$47,954
Step 9	\$34,276	\$35,493	\$36,858	\$38,682	\$40,326	\$42,141
Probation	\$31,912	\$33,045	\$34,316	\$36,014	\$37,545	\$39,235
Academy	\$29,548	\$30,597	\$31,774	\$33,347	\$34,764	\$36,328

Annual wages shall be adjusted to reflect the actual number of pay periods in a year.